

EXHIBIT 1

ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Addendum to Settlement Agreement and Release of Claims ("Addendum") is made on this 5th day of October, 2015, by and between Smokehouse BBQ, Inc. ("Defendant" or "Smokehouse"), on the one hand, and William Looker (the "Named Plaintiff"), for himself and a class of all similarly situated employees ("Opt-in Plaintiffs"), and subject to approval by the Court. Named Plaintiff and Defendant are collectively referred to herein as the "Parties."

WHEREAS, during the opt-in period certain individuals contacted class counsel identified themselves as Servers who worked for Defendant during the Class Period;

WHEREAS, these individuals were not identified by the Parties' Settlement Agreement and Release of Claims ("Settlement Agreement");

WHEREAS, pursuant to paragraph 11 of the Settlement Agreement, the Parties negotiated a resolution for these individuals along the same terms of the other Opt-in Plaintiffs;

THEREFORE, the Parties, hereby, agree as follows:

1. This Addendum supplements the Settlement Agreement dated January 15, 2015, and approved by the Court on July 16, 2015.
2. All terms of the Settlement Agreement are hereby incorporated by reference into this Addendum. Except as specifically and expressly modified by this Addendum, all incorporated terms of the Settlement Agreement remain the same.
3. The definitions set forth in the Settlement Agreement are hereby incorporated by reference into this Addendum (with capitalized terms as set forth in the Settlement Agreement).
4. The Parties agree that the individuals listed on Exhibit B-I to the Addendum worked as Servers for Defendant during the Class Period and were inadvertently omitted from the Settlement Agreement ("Additional Plaintiffs"). Additional Plaintiffs whose Consent to Join

forms are postmarked within ten days from the date the Court approves this Addendum shall be paid their settlement amounts from the Qualified Settlement Fund. ("Additional Opt-in Plaintiff").

5. Each Additional Opt-in Plaintiff shall be paid their first Installment Payment ten days after the Additional Plaintiff opt-in period closes. The remaining Installment Payments to Additional Opt-in Plaintiffs who timely opt-in will be made on the same schedule set forth in the Settlement Agreement.


6. In the event that the Court does not approve this Addendum, the parties agree to re-negotiate these terms in good-faith.

7. Pursuant to paragraph 16 of the Settlement Agreement, Class Counsel and Smokehouse BBQ, Inc. shall sign two copies of this Addendum and each such copy shall be considered an original. This Addendum may be signed in one or more counterparts. All executed copies of this Addendum, and photocopies thereof (including facsimile copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed as of this 5th day of October 2015.

Dated: October 6, 2015

Class Counsel

By: 

Dated: October __, 2015

Smokehouse BBQ, Inc.

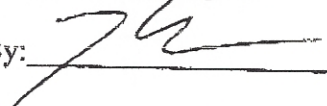
By: 
Vice President
Representative's Title

EXHIBIT B-1

Name	Min Payment	Stlmt Allocation	Total Award
Kirk, Jerri	\$15.00	\$247.78	\$262.78
Motko, JP	\$15.00	\$1,429.50	\$1,444.50
Taylor, Sheila	\$15.00	\$2,020.36	\$2,035.36
Gilley, Fontana	\$15.00	\$1,620.10	\$1,635.10
Murray, Emily	\$15.00	\$686.16	\$701.16
Waisner, Matthew	\$15.00	\$438.38	\$453.38
Totals	\$90.00	\$6,442.28	\$6,532.28